

MEMBERSHIP TERMS & CONDITIONS

1. Payment

- Membership payments plus any arrears will be debited fortnightly (every second Friday) in advance from your nominated credit card or bank account.
- The deducted amount may take up to four weeks to appear on your statement and will be listed as the Shire of Dardanup.

2. Cooling Off Period

- This contract of membership can be voided within 48 hours of joining. All monies will be refunded with the exception of charges for services already delivered. All terms and conditions of membership are binding after 48 hours

3. Direct Debit

- A fortnightly Direct Debit Membership is a commitment by the member to a minimum of 12 months.
- Fees due will be deducted every fortnight until the full amount of the 12 month contract is completed. The Direct Debit can be cancelled prior to the 12 months, however cancellation fees do apply
- After the minimum term of 12 months has been completed, the membership automatically rolls over to a month-to-month agreement. If you would like your payments to stop at the end of your minimum 12 months, please put your intention in writing via a Membership Cancellation form. See Point 4 below.
- If a Direct Debit arrangement is terminated in a manner not prescribed in this agreement, the member will be liable for any outstanding fees due and penalty fees to remedy the situation for breach of contract.

4. Membership Cancellation

- Notification to cancel your membership must be submitted in writing via a Membership Cancellation Form. Membership cancellation will take effect 4 weeks from the date a cancellation form is received. You will still have access to the Centre in the 4 weeks so you can continue your training.
- If you wish to cancel your membership based on a permanent disability or serious illness, please put your request in writing along with a supporting letter from a medical practitioner. Please be advised cancellation will be at the discretion of the Centre Manager.
- A cancellation fee applies to all memberships of 12 months or less. The fee will be applied pro-rata, relative to the number of months left to complete the minimum term (or part thereof) of the membership. The one month notice period is still applicable. The cancellation fee is \$180 (full 12 months) or part thereof. This equates to \$15 per month (or part thereof) remaining on the minimum commitment period of the membership.
- Term/Upfront Membership fee will be refunded based on a pro-rata calculation for the unused portion of the membership less the cancellation fee.
- No refunds or credits will be given on any free/bonus days received as part of a membership promotion. Only paid membership fees will be refunded.
- Any additional terms/conditions that apply will specified as required in the "special conditions" section of your membership agreement.

5. Membership Suspension

- Members may suspend their membership at no charge for the following time periods:
 - 12 mth M'ship** – minimum 2 weeks, maximum 4 weeks
 - 6 mth M'ship** – 2 weeks (to be taken in one block)
 - 3 mth M'ship** – 1 week (to be taken in one block)
 - 1 mth M'ship** – no suspension available
- If the member wishes to suspend for a period greater than those specified above, a fee of \$10 per additional suspension period is applicable.
- If a valid medical certificate is provided, additional fees will be waived for a minimum of 14 days to a maximum of 150 days.
- Requests for suspension must be submitted on an authorised Membership Suspension Form. Suspension will not be accepted over the phone, nor will suspensions be back dated. Suspensions will not be approved unless any applicable fees are paid (or diverted to the next debit run)
- The membership will recommence after the suspension period has been completed and debit fees will be adjusted as applicable, however may take 2 debit periods before any reduced payment may be received.
- Any suspension period during the term of the membership will be added onto the membership expiry/anniversary date. All terms and conditions will continue to apply up until the amended expiry/anniversary date.

6. Payment Rejections/Defaults

If a debit payment is not successful, an alternative payment must be made. Rejected payments remain due and payable with an additional administration fee applicable for costs incurred whilst processing the rejected/defaulted payment.

Access to the Centre will be restricted while payments are due. If a member has 3 (three) missed debits and no acceptable agreement is reached with the Centre to remedy the payments, the membership will be cancelled (as per the conditions within this agreement) and the member's details forwarded onto a collection agency for recovery of any outstanding fees due under the contract term. You will be liable to pay debt collection expenses and any Court costs incurred.

If a member is in financial hardship, an agreement may be negotiated with the Centre/Shire of Dardanup to remedy any outstanding fees.

7. Changes to Terms and Conditions

We may add, remove or change our Terms and Conditions of Membership. This includes, but is not limited to, changing our operating hours, class timetable, services offered and membership fees. You will be notified in writing at least one month prior to any changes to the terms and conditions of your membership. Where we have made reasonable effort to inform you of any changes to your membership fee, you authorise us to increase any debits from your nominated bank account/credit card.

8. Transfer of Membership

This membership contract may be transferred to another person. Completion of an Alteration Form and New Member Contract documents and payment of transfer fees must be paid prior to the transfer taking effect. Changes may take up to 28 days to process.

9. Change in account details

If your account or personal details change at any stage throughout the membership contract, you must advise the Centre. An Alterations Form must be completed with the relevant details and must be provided at least 7 days prior to a debit day in order to be processed in due time.

10. Age Restrictions

The minimum age to use the gym and group fitness classes is 14 years, unless participating in a structured, supervised health and fitness program as determined by the centre

11. Member Communication

As part of your membership, we will contact you from time to time in regards to news, events, special promotions and information pertaining to the Eaton Recreation Centre. You can be assured that your contact details **WILL NOT** be provided or sold to any third party under any circumstances **OPT OUT**

12. Breach of Terms and Conditions A breach of these terms and conditions will result in a warning and any further breach may result in your membership being suspended or terminated. We reserve the right to cancel you membership without warning if you behave in a way that is risky or inappropriate. For example:

- Threatening or harassing others
- Damaging equipment or ERC property
- Allowing others to use your membership card to gain access
- Using illegal or performance-enhancing drugs
- Instructing other customers when we have not authorised you to do so

Normal cancellation fees will apply if the Centre cancels your membership due to a breach of terms and conditions

13. Personal Responsibility Declaration

We are committed to taking all reasonable steps to ensure that the Eaton Recreation Centre provides you with equipment and facilities that offer you a safe environment in which to exercise. We ask that you make your own decisions about the type and extent of exercise program you wish to follow. Upon becoming a member of Eaton Recreation Centre and during your time as a member we ask you to warrant that:

- You will take the time to familiarise yourself with the instructions displayed in the Centre and on the fitness equipment regarding the safe use of the fitness equipment. If you require any help in the use of the fitness equipment you will ensure that you make an appointment with a qualified trainer who will help you learn to use the fitness equipment safely and effectively.
- You have considered your own personal fitness requirements and will exercise within your own abilities taking account of any disabilities which you may have
- You accept the Eaton Recreation Centre is not staffed during all fitness Centre opening hours and that it is your personal responsibility to stop exercising if you feel ill or require assistance
- If you believe there is a medical or other reason why you should not exercise, you will seek medical guidance before exercising.